

**PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING DESIGN SERVICES**

THIS AGREEMENT is made and entered into this 3rd day of June, 2009 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CNC ENGINEERING, INC., a California corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to have Consultant provide engineering services to develop capacity improvements for the intersection of Harbor Boulevard and Adams Avenue as described herein below; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to City's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every

nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed One Hundred Eighty Seven Thousand Nine Hundred Twenty-Five Dollars (\$187,925.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of nineteen (19) months, ending on December 31, 2009, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.4. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

CNC Engineering, Inc.
1 Corporate Park, Suite 101
Irvine, CA 92606-3110
Tel: 949-863-0588
Fax: 949-863-0589
Attn: Cory Bersch, Regional V.P.

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5183
Fax: 714-754-5028
Attn: David Sorge

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Consultant's failure to conform to the requirements

set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete

documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or

accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

Date: _____

CNC ENGINEERING, INC.

Signature

Date: _____

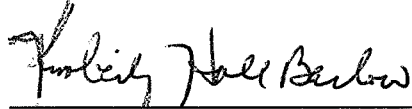
Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:



City Attorney

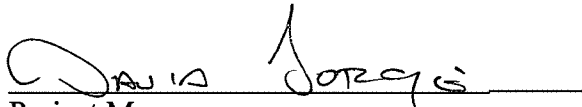
Date: 5/20/09

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:



Project Manager

Date: 5/21/09

EXHIBIT A

CITY'S REQUEST FOR PROPOSAL

March 27, 2009

**SUBJECT: REQUEST FOR PROPOSALS - ENGINEERING SERVICES FOR
HARBOR BOULEVARD/ADAMS AVENUE IMPROVEMENTS**

Dear Consultant:

The City of Costa Mesa is requesting proposals for professional engineering services to develop capacity improvements for the intersection of Harbor Boulevard and Adams Avenue. The scope of services generally consists of establishing the optimum roadway alignment required to accommodate future traffic demands. The project area is illustrated by the attached Exhibit "A." The project is structured in the five following phases:

- Phase 1: Detailed topographic survey and assessment of field conditions
- Phase 2: Right-of-way engineering
- Phase 3: Intersection capacity and alignment analysis
- Phase 4: Technical Summary Report
- Phase 5: Precise Alignment Plan

BACKGROUND

Harbor Boulevard and Adams Avenue are designated on the Orange County Master Plan as 'Major' arterials, Smart Streets, and established as Congestion Management Program (CMP) principal arterials. Both arterials are heavily traveled and serve as regional commuter links between the County's central costal communities and the freeway system. The proposed intersection improvement is established by the Santa Ana River Crossing (SARX) Study for the Garfield Avenue and Gisler Avenue Bridges, and the associated Memorandum of Understanding (MOU) between OCTA, and the Cities of Fountain Valley, Huntington Beach, and Costa Mesa. The SARX/MOU recommended improvements for the Harbor Boulevard/Adams Avenue intersection identifies the following measures:

- Third eastbound left-turn lane
- Third northbound left-turn lane
- Northbound right-turn lane
- Northbound bus turn-out

Significant private facilities, buildings, parking, etc., exist in proximity to each arterial and any potential roadway widening will require careful analysis to minimize development impacts. Therefore, an initial project task will be to evaluate the impact, feasibility, and benefit of the SARX identified improvements, assess optimum alignment scenarios, and determine if other

measures including the phased implementation of improvements may serve as alternate mitigations.

SCOPE OF SERVICES

The subject scope of services is intended as a "Turnkey" project to maintain a responsible and comprehensive base for all project development. Tasks shall be coordinated to effectively develop interrelated project elements; the project shall not be advanced until preliminary requirements are addressed and clear direction established. The consultant shall have total responsibility for the accuracy and completeness of all work and services.

The following description of work defines the general project requirements. Associated tasks and provisions not specifically defined herein are requested to be addressed in the proposal and undertaken within the proposed "Not to Exceed" contract fee.

PHASE I – Topographic Survey & Field Condition Assessment

The project area is defined as extending along Harbor Boulevard between Mesa Verde and Ponderosa, and along Adams Avenue between Royal Palm and 500' east of Peterson. This phase consists of defining physical conditions and utilities within the project area including the following:

1. Meet with City staff to define and clarify the work plan and project elements.
2. Review existing plans and materials, obtain a City permit, and secure right-of-entry for survey and geotechnical fieldwork.
3. Perform topographic survey extending through the project area to establish horizontal and vertical controls at 10' intervals. The survey shall extend 50' outside of the City right-of-way within adjacent private parcels and 100' into cross streets. Establish existing and proposed controls including centerline, street geometrics, and right-of-way throughout project limits. Reference elevations to the closest and latest Orange County Benchmark (OCBM).
4. Perform aerial photography and photogrammetric mapping. For aerial mapping, survey documents to be furnished include prints showing controls, a complete photo index with negative, the original aerial photography negative and a complete digital file.
5. Establish City and private right-of-way boundaries with the same general care as would be applied to establish the exterior boundary on a final subdivision map. The consultant shall:
 - a. Recover, or reestablish, monumentation of points controlling in the deed description which created the City right-of-way boundary.
 - b. Recover all existing City right-of-way boundary line monumentation documented in County and City records.
 - c. By field survey, tie controlling monuments and boundary line monuments to each other and to the Orange County Horizontal Control Network.
 - d. Establish the existing City right-of-way boundary and document all work in a "Before Condition" Record of Survey.
 - e. Obtain a litigation guarantee/title report and define the exact limits of each private parcel, estimated for eight (8) parcels.
6. Research and establish precise location of all utilities and utility easements. Coordinate with all utility companies to determine underground, surface, and overhead facilities. Comply with the City adopted "Utility Coordination Procedures." Determine where interfaces with

existing facilities will occur as a result of the future construction of this project. Consult with affected utility companies and resolve any conflicts, keeping City staff informed in writing. Maintain a Utility File on all utility documentation.

7. Plot the detailed survey notes and electronic mapping files at 40 scale via CAD on 22" X 34" sheets identifying all existing conditions. Physical features shall include BCR, ECR, flow-lines, centerlines, angle points, top of curb, driveways (width, X & Y), spandrels, pavement striping, utilities, structures, walls, trees and landscape, underground and surface utilities, poles, hydrants, catch basins, signs, valves, and manholes, etc. Within all adjacent, private properties, define driveways, walkways, curbs, stairs, parking lots and parking stall layouts, buildings, planters, patios, signs, and all other physical features.

PHASE II - Right-of-Way Engineering

In conjunction with the Alignment Analysis described in Phase III, the Consultant shall assess right-of-way requirements, impacts, and costs for each alternative. Right-of-way engineering services shall include:

1. Obtain and review all existing right-of-way documentation of the project area, assessor maps, building site plans, and parcel maps for each affected property.
2. Facilitate the execution of all right-of-entry agreements as required for survey and geotechnical work. Procure and review current litigation guarantees/title reports, development tract maps, building plans, and associated property documentation for each affected property. Costs incurred to procure this documentation shall be included in the contract fee.
4. Determine all easement locations including utilities, existing easement facilities, and disposition of affected facilities and easements with alternative alignments.
5. Identify square footage to be acquired and itemize project impacts resulting to each affected property.
6. Interview owners and tenants, present the proposed project, and assess the extent of concerns conveyed at the meeting.
7. Prepare itemized cost estimates for acquisitions per parcel and per alignment plan, and estimate severance and/or cost-to-cure damages (excludes formal appraisal services).
8. Upon approval of the final alignment plan, perform calculations to establish precise right-of-way acquisition areas for each parcel to be acquired. Review and verify traverse closures and area calculations for each parcel. Prepare legal descriptions and acquisition maps for each parcel. The Consultant shall plot on 8-1/2" x 14" vellum acquisition maps per City standard layout. Maps shall be drawn in ink, by AutoCAD, or by other approved method. Process for City review and provide five (5) copies for each parcel of the final legal description, deed, exhibits, and right-of-way map for City execution.

Alternate Work Item – Right-of-Way Appraisal Services

Appraisal reports and acquisition services are excluded from the base scope of work. At the discretion of the City, the project scope will include right-of-way appraisal services. The fee for this alternate work shall be structured on a per parcel basis, not-to-exceed eight (8) total parcels. Appraisal work generally consists of the following:

1. The Consultant shall analyze the project, research and determine existing right-of-way requirements and issues, meet with City staff to clarify the project, and establish a detailed

understanding of existing conditions. Review current litigation guarantees/title reports and associated documentation for each affected property as obtained under right-of-way Engineering. Identify utility easements and other encumbrances on the property. Photographs of each affected parcel shall be furnished and included in the appraisal report. Parking, landscaping, signage, sidewalks, vehicle and pedestrian access, and associated development structural and aesthetic aspects shall be clearly itemized.

2. The Consultant shall represent the City by conducting project meetings separately with each affected property owner and applicable lessees as necessary to present the project and assess any issues relevant to the acquisition. The meetings shall address the nature and benefit of the project, define the right-of-way areas proposed for acquisition, and explain the City's approach to the acquisition process. Based on the outcome of the meetings, the consultant shall provide an initial estimate of all acquisition costs, including any severance and/or cost-to-cure expenses as may be applicable.
3. Prepare a narrative form Appraisal Report on each parcel, advise and inform the City as necessary of any issues relative to the appraised value, cost-to-cure, severance damages and other appraisal issues and compensation factors as may be applicable. All work shall conform to professional appraisal practices and established City administrative procedures. Tasks shall include:
 - a. Evaluate comparable market land values, provide a detailed description of each comparable property, indicating use, sale price, date, location, site and building conditions, etc., and provide a summary of findings.
 - b. Prepare formal appraisal reports; an M.A.I. is recommended, however, not required. The appraisal report shall include a detailed market evaluation, site description and definition of square footage of land acquired, valuation basis for cost to cure, severance, etc., and a total just compensation per parcel.
 - c. Coordinate and assist with engineering and design to assure the various acquisition improvement elements pertaining to each property are incorporated in the project, as necessary. Meet with City staff during initial compilation and prior to completion of the appraisal report to clarify terms and approach.

PHASE III – Traffic Study and Alternative Alignment Analysis

The Consultant shall conduct an ICU and HCM intersection study to assess existing and future traffic conditions relative to the recommended SARX improvements and to evaluate alternate measures to improve the intersection Level of Service (LOS). Existing and future (2030) intersection turn-count volumes shall be furnished by the City. The ICU and HCM study shall provide the basis for evaluating potential improvement scenarios. In addition to the SARX identified improvements, the Consultant shall evaluate no less than four (4) alternate improvement scenarios to improve the LOS. Alignment plans shall be carefully developed for each scenario and modified as required pursuant to construction impact/benefit assessment. The Consultant shall work closely with the City during the assessment of each improvement scenario and respective alignment plans. Costs and benefits of each alternative shall be quantified and compiled in a Technical Summary Report. This phase generally includes:

1. Prepare and HCM analysis to accurately model the Harbor Boulevard/Adams intersection characteristics for the AM and PM peak periods, including pedestrian crossing, vehicle queuing, roadway and lane storage geometrics, and signal operational conditions. The analysis will include the SARX lane additions and a minimum of four (4) alternate

- configurations for existing and year 2030, with and without improvements, focused to achieve maximum LOS improvement.
2. Evaluate right-of-way encroachment and impact at each affected private parcel for each alternative. The proposed alignment plans shall be carefully developed to minimize right-of-way encroachment and development impacts.
 - a. Evaluate access, circulation, parking, and accessibility within affected business centers. Quantify reductions in parking space, aisle way, access and landscape.
 - b. Determine if feasible parking reconfigurations can be modified to minimize impacts.
 - c. Evaluate right-of-way partial and full take requirements and possible business relocations. Determine the R/W square foot and acquisition cost for each alternative.
 - d. Identify landscaping, business signs, and other facility impacts due to proposed right-of-way setbacks, and determine viable mitigation measures.
 3. Coordinate with the Orange County Transportation Authority regarding design provisions, bus stop relocations, and turn-out configurations to assure feasibility.
 4. Based on the traffic study, survey and right-of-way research, the Consultant shall prepare four (4) alternative improvement concept plans in addition to the SARX improvement scenario. Alignment drawings for each alternative shall be prepared at 40 scale detailing proposed right-of-way, sidewalks, driveways, striping, bus and right-turn lanes, centerline etc., and private property impacts in relation to existing conditions. Special attention should be applied to potential non-standard features, turn-lane pocket lengths, median design, and accessibility.
 5. During the initial development stage, the various alignment concepts, impacts, and costs are to be approximated and reviewed with the City. Based on impact and feasibility assessment, determine if potential improvements should be phased as separate and future projects.

PHASE IV – Technical Summary Report

Summation of findings from Phases I, II, and III shall be documented in a report detailing the traffic analysis findings and the respective impact, cost, and benefit of each alternative. The report should summarize appropriate background information, the methodology used, and the resulting data and information defining the impact and benefit assessment for each alternative. The report should contain 11"x17" color renditions of the five (5) alignment plans clearly illustrating the respective improvement alternatives. Twenty (20) copies of the final report shall be provided. The consultant shall include the presentation of findings to one public meeting and one City Council meeting.

PHASE V - Precise Alignment Plan

Upon City authorization, a precise engineering alignment plan shall be prepared exactly detailing the horizontal layout of the adopted alignment plan. Specific centerline controls, curb line, right-of-way limits, and associated distance/bearing data are to be exactly defined. The precise alignment plan will be the basis to establish future development set-back requirements, right-of-way acquisitions, and final design work. The detailed plot plan shall be prepared at 40 scale on standard 22" x 34" mylars and furnished in CAD on CD. The preparation of final civil design plans, specifications, and estimates shall be pursued as a future project phase.

Quality Assurance/Quality Control - Quality Control shall be consistently and thoroughly applied throughout project development. Assigned QA/QC staff shall be technically well qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records shall be maintained by the Consultant on all activities. Firms considering proposal submittals are requested to have an in-house technical level of expertise to professionally address all aspects of the project.

Project Design meetings shall be held twice a month. The consultant shall be responsible for preparing meeting agendas, minutes, and presentation materials. A Critical Path Method (CMP) network, based on activities to support all project milestones and subtasks shall be prepared. The information will be in the form of a bar chart and show a deliverables schedule and other relevant data needed for the control of work, for City review of the work status and accomplishments occurring each month. A copy of the CMP software program and monthly updates shall be furnished to the City Project Manager.

Content of Proposal

It is requested that the following be submitted with your proposal:

1. Project Understanding - provide a brief review of the project and any suggestions you might have to expedite the project or special concerns of which the City should be advised.
2. Work Plan – define the project approach, team assignments, and products.
3. Schedule – provide a detailed schedule indicating stages of work and time frames.
4. An organization chart and staffing plan identifying personnel on this project, a brief resume on each individual (two pages max per person) and recent projects on which they have worked of similar type. Identify the project manager with a detailed resume, and the individual authorized to negotiate the contract on behalf of the consulting firm.
5. A listing of similar street improvement projects that your firm has completed within the last five years. Information should include a description of work, year completed, cost, and agency/client name along with the agency contact person.
6. Comply with Professional Services Agreement requirements (see attached PSA).
7. Submittal of **three (3)** duplicate proposals.

Fee Schedule

The professional services contract will not be awarded based upon competitive bidding, and it is desired that fees be submitted separately. The fee schedule should show the hourly cost of personnel per task under each phase, with a total not-to-exceed amount for the project. The consultant's cost proposal for the prime and subcontractors should contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees. It is requested that the fee, including all meetings, reproduction, materials, mailings and associated project expenses, be itemized under the following phases:

Phase 1: Detailed topographic survey and review of field conditions	\$ _____
Phase 2: Right-of-way engineering and legal descriptions	\$ _____
Phase 3: Intersection capacity study and alignment analysis	\$ _____
Phase 4: Technical Summary Report	\$ _____
Phase 5: Precise Alignment Plan	\$ _____

Total Not To Exceed Fee \$ _____

Alternate Services/Right-of-Way Appraisals for Eight Parcels \$ _____

NOTE: All originals of plans, field notes, data and calculations, correspondence, reports, electronic files, etc., will be turned over to the City upon completion of design. Ten percent (10%) of the total contract fee will be withheld until the final PS&E, Resident Engineers File, and all project documents are submitted in acceptable form to the City.

Contract Changes

Any change in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City **in writing prior** to commencement of actual change in work. No fee adjustment will be allowed unless said **prior** approval is authorized exclusively **in writing** by the City, without exception.

Right to Reject all Proposals

The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this request for proposal, or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by a respondent. All proposals submitted to the City of Costa Mesa in response to this request for proposals shall become the property of the City.

Enclosed is the City of Costa Mesa professional services standard agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents. Should your firm be interested in submitting a proposal for this project, please forward to the City of Costa Mesa, Transportation Services Division, 4th floor City Hall, **on or before 5:00 p.m. April 22, 2009**. If additional information is required, please contact me at (714) 754-5183, or email at: ddsorge@ci.costa-mesa.ca.us.

Sincerely,

DAVID SORGE
PROJECT MANAGER

Attachments: 1. Exhibit "A" - Project Area
 2. City Standard Agreement and Certificate of Insurance Forms

c: Peter Naghavi, Director, Department of Public Services
 Ernesto Munoz, City Engineer
 Raja Sethuraman, Manager, Transportation Services